

Comments on Ricondo Associates' 6 April 2024 draft report to Pitkin County, "Analysis of Aspen Fly Right's Essay #17"

Amory B. Lovins, President, Aspen Fly Right, 17 July 2024

Background

On 21 March 2024, Aspen Fly Right published its [Essay #17](#), "How to finance the airport we need—without FAA grants." It's summarized [here](#), published in the [Aspen Daily News](#) and [The Aspen Times](#), and [updated](#) 8 April 2024 to the BOCC and press, incorporating the updated airport layout and cost estimates that the County coincidentally released (just hours after our 21 March publication). Our financial analysis showed that the Aspen/Pitkin County Airport (ASE) doesn't need FAA grants, and they're hardly worth having because they incur broadly comparable costs—which, for the original layout, even exceed the grants, making them worth less than nothing.

The evening before we published Essay #17, Commissioner Steve Child, County Manager Jon Peacock, and Airport Manager Dan Bartholomew kindly attended my preview for the Old Snowmass Caucus. They seemed unprepared: perhaps the County had not done such an analysis itself. They also seemed quietly alarmed, since our analysis demolished their case for rebuilding the airfield for bigger planes and seeking FAA grants to help fund that long-sought ambition. The County Administration quickly swung into action, tasking its obliging longtime aviation consultant Ricondo Associates to write a hit piece called an "analysis."

That ten-page product, marked Draft, is dated 6 April 2024, but as of 17 July 2024, has still apparently not been announced or released by the County, which instead has covertly used its content to mislead the BOCC and other target audiences and build a public messaging campaign. So far it has been concealed from public scrutiny for more than 14 weeks. I first learned of it and got it from a journalist 11 weeks in, on 21 June 2024. (On 20 April I'd filed a Colorado Open Records Act [CORA] request for any critiques of our Essay #17, and on 24 May, three weeks after the statutory deadline, the County did try to email it to me, but procedural and software glitches made it invisible and unidentifiable.) So on 17 July 2024, still not seeing the Ricondo report on County or Airport websites, Aspen Fly Right has posted that publicly funded product at <https://aspenflyright.org/ricondoreport>, together with this assessment.

Four times between 20 March and 18 May, I'd asked the County Manager—twice face-to-face—for any such critique. He never mentioned it. On 8 April, I wrote him and the BOCC that it'd be wrong "if you've been told of alleged errors and I haven't." Yet that's what happened. Surely he is an honorable man, so on 24 June I requested his explanation. I await his reply.

Aspen Fly Right has also requested CORA responses about the Ricondo report's origins and preparation, the FAA advice it alleges, any safety benefits of airfield reconfiguration, and past Ricondo analyses. All those responses are illegally overdue, following an increasingly frequent County pattern. In 2017, the Legislature removed penalties for late or no responses to CORA requests, so there is no accountability for persistent scofflaw behavior.

Contrary to its title, the Ricondo report, which I'll call "Ricondo" in this commentary, does not analyze our Essay #17, does not dispute its facts or logic or arithmetic, and does not even mention or dispute its findings, all with one exception: Ricondo claims that Atlantic Aviation would ask to pay less for its Fixed Base Operation (FBO) franchise if flights dwindled—a risk doubtless considered and costed in by any prudent and sophisticated bidder. Instead, Ricondo evades our financial analysis and its findings by simply claiming that the FAA forbids our solution. That supposed prohibition, and the consequences of defying it, virtually define the scope and purpose of Ricondo's narrative.

This commentary first describes the sketchy logic of that two-page claim, then briefly addresses the scattershot claims in Ricondo's other six pages (plus title and contents pages). Ricondo's quality doesn't merit a detailed or exhaustive response. Ricondo also exhibits signs of haste, such as consistently printing Resolution 105-2020 as "Resolution 105-202," that I won't waste time or embarrass its authors by detailing. Ricondo's web-access citations are all from 2–3 April 2024, implying the report was thrown together in just a few days, and it shows. But greater care and elaboration could not have made its thesis correct or convincing. Its authors were put in the unenviable position of being expected to create facts and logic out of thin air. The result does not impress.

Ricondo's summary (§3.1) of Aspen Fly Right's "Better Airport" concept, and claim that the FAA would prohibit it

Ricondo does not actually define "Better Airport" before criticizing it. Our [Essay #17](#) does so at pp 3–4. Our budget for it (at p 4, bullet 4) includes \$22 million for extra safety options the FAA doesn't require; for fair and accurate comparison, these should be included in the Bigger Airport budget too (as we did), or in neither budget.

Ricondo states on p 1 that "The FAA has advised the County that it will not approve an updated Airport Layout Plan (ALP) that continues the current Modification to Airport Design Standards...regarding the runway/taxiway separation" (as County Manager Jon Peacock did elicit from the FAA's John Bauer on 23 May 2024), nor an ALP "depicting ADG II design standards" (a statement I haven't seen from the FAA, requested under CORA on 11 July, and doubt anyone has proposed). Ricondo describes these as "determinations by the FAA," but no FAA proceeding has made such "determinations" about ASE—a formal process based on rules, evidence, and reason, as agency practice and Federal law would require. They appear to be only Mr. Bauer's opinions, if indeed he has even expressed the second one—another unanswered CORA request.

Ricondo then claims Aspen Fly Right's "Better Airport" concept "would result in the Airport being limited to ADG II (airplane wingspan at least 49 feet but less than 79 feet) aircraft" because airfield layout would be unchanged. Its sole citation for this extraordinary proposition is the FAA's entire 434-page *Airport Design* manual, which to my knowledge contains no rule or procedure that considers or governs any sort of airport downgrade process. Aspen Fly Right has also not found any historical example of such a downgrade of any U.S. airport. And at 1:15 in his 11 April 2023 [brief](#) to the BOCC, Mr. Bauer stated: "The FAA doesn't downgrade....Obviously we're...interested in [maximizing aviation] access. We're not interested in going backwards."

About 83% of Aspen flights are private. By adding the ADG categories of the 31 named types of business jets to p 64 of the FAA-approved ASE [forecast](#) for 2022–42, I calculated that the FAA's desired airfield redesign to admit bigger planes (95–118-foot wingspans, and also meeting tail-height and weight specifications) would allow four new types—Gulfstream 650/700/800 and Bombardier Global 8000—and thus boost their forecasted 2042 operations by 969, equivalent to 485 extra planes per year, or a 1.4% increase. (The specified types' total of 33,891 operations [landings and takeoffs] or 16,946 planes necessarily excludes 4,966 operations or 2,483 planes (13%) of unspecified types, including an unstated number of the larger old models like B-737s and A-319/320s that are of particular noise, pollution, and climate concern to many in the community. Expansion advocates claim that those types would be trivially few.) In contrast, a downgrade to ADG(II) aircraft would prohibit 12 specific popular types of business jets with wingspans between 79 and 95 feet—all operating safely at ASE today—thus reducing 2042 business jets by 6,387 planes, or one-third, or 13 times more than the four bigger new types would add. Downgrade would also block the airlines from adopting the bigger Airbus jetliners that the FAA wants but the airlines don't. Thus for both private and commercial planes, downgrading ASE would take FAA access goals far backwards. And it assumes that to punish our community for not accepting bigger planes, the FAA would irrationally restrict our airport to much smaller planes.

Interestingly, "access" is not mentioned in the FAA's posted mission or goals—only safety and efficiency. And though the FAA's currently posted "Review and Approval of Aviation Forecasts" [instructions](#) say to consider "site-specific restraints to growth," land-use, air quality, and noise, the FAA and forecasters omitted all of these for perhaps the most land-use-constrained airport in the country. The coercive process our community experienced, where the FAA dictated the results and did not appear to consider contrary evidence submitted, is not what FAA procedures prescribe.

Ricondo does not present a clear logic for its claim that "the 'Better [Airport]' Concept" "would result in" a downgrade allowing only ADG(II) aircraft. However, a highly compressed version appears in the sentence "Should the County proceed with adopting an updated ALP that does not address [i.e. remove] the [Modification of Standard]..., said updated ALP will essentially depict a ADG(II) airport," with unpleasant potential consequences. Unpacking that sentence reveals a chain of seven flimsy assumptions, stretched to reach its desired conclusion:

- (1) the FAA wouldn't approve an Airport Layout Plan to fix the runway without moving it to let in bigger planes, but ASE *would illegally rebuild it anyway* with no approved ALP;
- (2) "proceed with adopting" means *actually reconstructing* the runway in its current location with no approved ALP—not just talking or deciding about it—because the ALP, which by Grant Assurances must be kept up-to-date, is supposed to depict actual conditions, not speculations or discussions;

- (3) the FAA would then carry out its illogical threat of 23 May 2024 (newly elicited by County Manager Peacock) to revoke ASE's FAA 1999 Modification of Standard (MoS) that allows the current exceptional layout (in [coordination](#) with the County's 2001 95-foot wing-span limit, codified in County Code Title 10 in 2005), thereby voiding the current 2016 Airport Layout Plan statutorily required for continued FAA funding;
- (4) any administrative or judicial appeals of this unprecedented and illogical revocation (which also violates Mr. Bauer's 11 April 2023 [statement](#) to the BOCC at 2:42) would have been avoided, waived, or exhausted; the FAA would have formally concluded its elaborate Part 16 process with a Director's Determination that ASE has committed one or more serious violations of Grant Assurances without reasonable prospect of resolution; and the FAA's process would not meanwhile be derailed by successful assertions that the FAA and BOCC have done "arbitrary and capricious" decision-making in violation of the Federal Administrative Procedures Act, FAA rules, or other laws and regulations—in short, years of unpredictable procedures vanish in a flash;
- (5) by a thrilling feat of verbal acrobatics—watch closely, or you'll miss the deft sleight-of-hand—an airport that has safely handled today's up-to-95-foot wingspans for a quarter-century would instantly become unable on paper to continue doing so, because MoS revocation, says Ricondo, would make ASE "essentially" a Class 2 airport—an unbearable burden for the rules-based FAA to place on the magic word "essentially";
- (6) then, for unstated reasons, by imaginary methods, under uncited FAA rules that do not appear to exist, the airport "would" be downgraded to allow only smaller planes, including the airlines' current commercial jets (CRJ-700) but not their planned replacement (E-175LR);
- (7) so when today's airliners ultimately retire, ASE's commercial airline service would end, or at best shrink to small turboprops. When's that? Ricondo doesn't say. County officials and allies say soon, but their estimates were grossly [misstated](#) and have been slipping for over a decade. In 2014, County Manager Jon Peacock told the BOCC the CRJ-700s would be half-retired by 2021 and 100% gone by 2024 (see slide on p 5 of [Essay #4](#)), but the actual number is 0%. In 2020, ASE Vision was told they'd be gone by 2022–30. In 2022, County aviation advisor Bill Tomcich said they'd be gone in 2–7 years, but in 2024 he gives them another 10–12 years. (His logic: of SkyWest's 91 operating CRJ700s, the oldest is 25, which he apparently assumes is a limit; its 14-year-old ASE fleet is said to be around midlife (which its maker [says](#) is true only of the very *first* planes made); and "It's widely accepted that 20–25 years is the typical lifespan of most modern commercial aircraft"—a sweeping generalization across very diverse types, owners, and users. Tomcich, a seats-and-routes marketer, claimed in 2021 that his previous gross forecast errors were due to the plane's having "bought" an extra decade by an implausible structural modification that apparently never happened [[Essay #4](#), pp 6–7]; he dropped that claim when I couldn't verify it with Bombardier or SkyWest.) But the unusually [rugged](#) CRJ700's [provider](#) (cited on p 56 n 6 in the County [forecast](#)) and the County's lead [forecaster](#) (see [video](#)) both say the CRJ-700 will fly for *another* 20–30 years, not counting routine life extension.

Factchecking:

- Steps (1) and (3) assume unwise FAA discretionary choices that could defeat its own access goals.
- Steps (1) and (2) presuppose the County's inability to bring the FAA to reason, despite likely interventions from airlines and powerful political allies—and also assume the County's choice to build illegally rather than to put the burden of delay or denial on the FAA for needed runway repairs as we [suggested](#).
- Step (4) assumes the County fails at every step of an elaborate appeals process probably taking years, and doesn't pursue (nor do other parties) any remedies for what appear to be substantial violations of BOCC and FAA procedural requirements.
- Step (5) assumes that Ricondo's handwaving use of the word "essentially" to bridge a vast logical chasm can be transformed into an airtight legal conclusion under FAA rules.
- Step (6) assumes that an illogical, unprecedented, and nonexistent downgrade procedure that FAA rules don't address or require will occur, survive administrative and judicial appeals, and uphold Mr. Bauer's aims.
- Step (7) supposes that all real [evidence](#) about our current airliners' life expectancy is dramatically wrong, and we should believe the County's seat-and-route marketer over actual experts on this aircraft.
- The whole chain assumes that airlines' high Aspen profits and users' dependence would not lead to a spirited and effective defense of existing arrangements, much as Congress overruled the FAA on Aspen's curfew.
- The whole chain ignores the extraordinary pace of the technological revolution in fossil-free [flight](#) (efficient, electric, sometimes hydrogen-powered) that invalidates the County's obsolete 2019 understanding but that the Airport Advisory Board is unwilling to hear. Our argument assumes no such innovations, but they should inform County strategy, even as another FAA branch is struggling to match technologies' blistering pace.

Ricondo's "analysis" is thus a teetering tower of implausibilities, concocted to reshape fears and beliefs. So far, it has fooled many targets into thinking airport downgrade is an actual FAA threat. But as we summarize in a pending op-ed, the FAA has *not* threatened to downgrade Aspen Airport but has actually dismissed that idea. The County was unable to provide any FAA statement threatening downgrade. If one existed, the County would certainly feature it.

Ricondo further elaborates its flawed arguments

Ricondo's last generic criticism of Aspen Fly Right's "Better Airport" concept is that it was already rejected three times—in the 2013 Airport Master Plan, the 2019 Environmental Assessment, and BOCC Resolution 105-2020. That's impossible, since the concept was first published on 21 March 2024, includes specific assumptions not included in those three proceedings (such as a doubled-size passenger terminal and \$22 million worth of runway safety options not required by the FAA), and most importantly, reflects up-to-date assumptions. For example, the 2013 Master Plan "Status Quo" concept (like its unmentioned Status Quo+ revision on pp 4-24–4–26 of the Final Report) broadly concurs with the 2019 EIA "no-action consequences" summary. That assumes, among other absurdities, that "the aircraft with wingspans <95' will be phased out, with half of the US fleet retired by 2021," so "current air carriers would not be able to operate at ASE with future fleets" and "air service will be reduced to turboprops"; and that there's no viable regional-jet alternative to the CRJ-700 (notably the E-175LR—see [Essay #4](#), n 14—which was miraculously resurrected and adopted as the official successor within a year of Resolution 105-2020's adoption). Such egregious [misforecasts](#), continued through the ASE Vision process and the BOCC's 2020 deliberations, explain why the unbroken 12-year chain of County airport policy rests on a crumbled factual foundation, just like the fundamental assumptions behind the 2016 ALP. Not accommodating bigger planes was "determined to not be the preferred alternative" because the determinations rested on data known then and now to be false, yet vigorously upheld by some County Staff and advisors, while alternative views and data were dismissed or excluded.

The only correct statement in this section of Ricondo, ending with the top paragraph on p 2, is that BOCC in the coming months will "also not recommend that the 'Better Airport' be the preferred alternative." That's because Staff has so far persuaded a majority of the BOCC not to consider it, based on incorrect information consistently supplied.

By the middle of p 2, Ricondo has morphed its original bogus claim of depicting an "essentially" ADG II airport to the bald statement that "the 'Better Airport' concept results in an ADG II airport"—two death-defying leaps in a row. And since a downgraded ASE could provide commercial service by the existing 76-foot-wingspan CRJ-700 fleet but not its 94-foot E-175LR successor, Ricondo concludes that "Once the CRJ-700 aircraft are retired or replaced ...the Airport would be relegated to a general aviation airport serving up to ADG II general aviation aircraft only," eliminating commercial service's costs and revenues, and no longer allowing the A220-100 Critical Design Aircraft envisioned in 2013, 2019, and 2019. Of course, all that would flow directly from FAA choices (1) and (3) above, colliding with an evolving BOCC and an increasingly informed, skeptical, and assertive electorate.

Besides political implausibility and a history of improper BOCC and FAA procedures, this scenario faces specific legal infirmities. For example, I've repeatedly asked County officials about an FAA rule ([AIP Handbook](#) §3-23) that says "in the event of a pre-existing nonstandard airfield configuration, AIP [Airport Improvement Program] funds may only be used to rehabilitate or reconstruct the affected airfield element if FAA has formally approved a modification to standards [as it did for ASE's nonstandard runway/taxiway separation in 1999] or the airfield element is brought up to standards." So if the first option, clearly authorizing reconstruction that is *not* brought up to standards, is eligible for FAA funding, how can it also be illegal? Further, the FAA is supposed to respect local laws and regulations: indeed, compliance with them is an accepted reason for issuing a Modification of Standard.

Ricondo also posits on p 2 that "Atlantic Aviation...would likely petition the County to reduce its pledged [Minimum Annual Guarantee]...and capital plan because their current proposal assumes full ADG III aircraft operations." Atlantic may petition all it likes, but a well-drafted contract—if that's what the County's secret negotiations produce—will put such reasonably foreseeable business risks on Atlantic, not the County. A *force majeure* claim would seem hard to uphold in these circumstances. And Ricondo's claim of potential liability to repay past FAA grants and Passenger Facility Charge revenues was dismissed by Mr. Bauer at 32:35 in his 11 April 2023 BOCC [brief](#): "It's not what we are in the business of doing. We are in the business of developing airports to standard and providing access. It...does us no good from...an agency perspective to try and claw back funds that have already been spent." That is statutorily possible but, as he goes on to explain, very unlikely. And if the FAA took such a hard line, so could the County, with promising prospects that could invalidate the FAA's whole decision process since 2012.

On p 3, Ricondo notes that the FAA could suspend discretionary grants for the long term, not just for runway reconstruction. That's correct on the assumptions stated, but as Mr. Bauer explained to the BOCC on 11 April 2023, starting at 30:10, it does not also apply to entitlement grants as Ricondo implies, absent a completed Part 16 process and Director's Determination (see step (4) in that chain discussion on p 3 above). ASE's Airport Director has also told me that CDOT grants may be obtainable even without FAA grants, and that CDOT grants are restricted to \$0.25 million; if that's correct, their loss would be immaterial.

In summary, Ricondo has not shown material flaws in our assumption of \$19 million in new annual Airport Enterprise Fund income from the proposed Atlantic FBO [contract](#)—unless, of course, Evan Marks is correct in [claiming](#) that the secret number is actually \$20 million, or the County has agreed in its secret FBO negotiations to reduce the minimum guaranteed payments (\$18 million a year for fuel flowage and \$1 million for rent, both counting only the excess over previous rates of payment). We return to this issue in item #1 below.

Finally, Ricondo repeatedly notes that the County should “consult with specialty legal counsel” on various issues related to FAA enforcement of Grant Assurances. Ricondo Associates is not a law firm and cannot give legal opinions. However, its report is replete with implied legal and political opinions that are unstated, unqualified, and in our view unfounded. Pitkin County does have aviation legal counsel (Cozen O'Connor), communications with which are rightly privileged. With no qualified legal advice to the County available for public scrutiny, County officials are free to say whatever they wish about the legal position without fear of contradiction—except from independent nonprofit groups like Aspen Fly Right that also have capable specialist legal advisors and are motivated solely by the public interest.

Ricondo's evaluation (§3.2) of Essay #17's “specific conclusions”

On pp 3–8, Ricondo fires much birdshot at 15 passages in Essay #17; all bounces off. Using Ricondo's citations to our Essay #17 for easy comparison, and numbering each item sequentially for easier cross-referencing:

1. P 1, paragraph 1, lines 8–9: Ricondo wants us to “reconcile” our \$19 million guaranteed minimum new annual revenue from the FBO contract with the actual contract. We can't because the contract is secret; all dollar figures are redacted from any publicly available version. Ricondo claims we're double-counting current payments under the old contract, but in fact, as our Essay #17 clearly explains (pp 1, 2, 3, and details on p 5), we're counting only additional new income. Ricondo correctly notes that this new income doesn't include potential Atlantic contributions toward Common Ground Recommendations; including those would only strengthen our results. And Ricondo repeats its previous claim that Atlantic may wish to pay less (of course, but no well-drafted contract would let them) if the County elects “to plan for the transition to an ADG II airport,” which no one is proposing, but which Ricondo wrongly claims is the inevitable and Grant-Assurance-violating effect of our proposal.
2. P 1, paragraph 1, lines 9–10: Ricondo objects to our assertion that a publicly controlled FBO, which we didn't assume, “could extract even more revenue.” (It would presumably have about the same kinds and numbers of staff as now, perhaps differently compensated; invest cheaper tax-exempt capital; and not pay Atlantic owner KKR's very high expected private-equity returns.) Ricondo cites its own “multiple sensitivity analyses and financial reviews,” all still secret despite our repeated requests, as evidence that private monopoly yields “far superior” financial results (for whom?) compared with the County's exercising its proprietary exclusive right to run the FBO itself. (We briefly mentioned that possibility in endnote 11 but didn't assume it, and it's not the same as our preferred model—also not assumed—hiring a capable private contractor under County policy control.) No structural or financial option can be credibly analyzed without the data that the County and Atlantic hold secret. Even if Ricondo's secret FBO studies were relevant to our conclusions, financial analyses not available for public scrutiny merit no confidence or credence. We believe in President Reagan's arms-control motto “Trust but verify”; alas, Ricondo's secrecy does not permit verification, nor does its product inspire trust.
3. P 1, paragraphs 2–3: Ricondo says the County estimates runway rehabilitation will cost \$120 million, not the \$84 million we assumed. Our original 21 March Essay #17 used \$84 million because that was the County's then-current estimate. Hours after Essay #17 was published, County consultant Brad Jacobsen updated that cost estimates to \$110 million with the new layout or \$112 million with the original layout. Our 8 April [update](#) for the BOCC used those new figures. We have not seen a published \$120-million estimate, and the County has not responded to our CORA request for it.

4. P 1, paragraph 5 (concluding the Executive Summary), and p 2, bullets 1–3 (starting the main text): Ricondo correctly notes the tight timeline to seek passenger terminal funding from new Infrastructure Act grants. However, no terminal-funding FAA grants were assumed in the County’s autumn 2023 Budget, due to expected stiff competition. We are not responsible for the County’s timeline for airport decisions for the past dozen years, nor do we think we’ve delayed its recent deliberations, which simply ignored or dismissed our inputs. We’re asking the BOCC not to delay future decisions but to make them correct, evidence-based, and legal.
5. P 2, paragraph 1, bullet 3: We correctly paraphrased the official view that Ricondo merely restates. If the County has analyzed the net value of, or alternatives to, FAA discretionary grants, that analysis is apparently secret.
6. P 2, paragraph 2, bullet 2: Ricondo repeats the invalid criticism at the end of #1 above.
7. P 2, paragraph 3, bullets 1–5: Ricondo again repeats that same point. It then adds a hymn to the importance of FAA discretionary grants, without comparing them with the larger (for the original layout) or still very large (for the new layout) costs that they impose. Ricondo asserts that airfield improvements to achieve standard separation “would compete very favorably” for future grants, since the FAA prioritizes elimination of Modifications of Standards “because they enhance aviation safety.” Our CORA request for any analyses of such safety benefits remains unlawfully unanswered, and we know of no substantiation for the safety claim. Ricondo then concludes with an irrelevant tutorial on Grant Assurances.
8. P 3, paragraph 3: Ricondo notes that certain passenger-terminal hardware systems could be funded through Passenger Facility Charges (PFCs) rather than financed by airport bonds. True—and also true in our “Better Airport” scenario if the FAA approves our proposed resolution and its ALP. However, our analysis conservatively preserved PFC and other user-fee revenues for the continuing airport operating costs they now support, rather than diverting them to major capital projects. Brad Jacobsen’s 21 March 2024 update to the AAB assumed \$106 million of FAA Airport Improvement Program grants, \$5.6 million of PFCs, and \$15.5 million of Customer Facility Charges to augment \$185.7 million of new airport bonds. Our analysis, in its 8 April update reflecting Mr. Jacobsen’s new cost data and layout, conservatively assumed none of those augmentations, and thus called for \$225 million in airport bonds (or \$247 million if \$22 million of safety options are added, or less if some elements are funded with 2% Federal TIFIA loans), but without diverting operational revenues. Ricondo’s diversion would create a gap in operational funding; filling that gap would raise costs to airport users.
9. P 3, paragraph 4: Ricondo agrees that the County would need qualified advisors to structure airport financing, and meanwhile should use conservative assumptions. That’s why we used the County’s own data for project costs and bond assumptions, as suggested by our own expert advisors, and were more conservative than Ricondo in not diverting facility-charge revenues from operational costs to capital projects.
10. P 3, paragraph 5: We’d mentioned that moving the runway to achieve 400-foot separation “would be costly and require two highly disruptive four-month summer shutdowns whose implications have been little discussed,” citing a BOCC Work Session in Essay #17’s endnote 13. Ricondo says it has modeled cost impacts and they wouldn’t affect “the funding/financing of the projects.” The modeling is secret, and the concern here is about the *societal* cost of long airport shutdowns, not their potential effect on financing structures.
11. P 4: Ricondo again wrongly claims “the ‘Better Airport’ represents an ADG II airport,” so the only qualifying airliner would be the CRJ-700, so when it retires, the need for and financing of a doubled-sized passenger terminal would come into question without commercial passengers, complicating financing because the asset’s useful life could be shortened. This only demonstrates that false assumptions beget false conclusions, and reemphasizes why the airport-downgrade concept is so implausible. Ricondo also reminds us that the new layout doesn’t need to move the control tower, as our 8 April 2024 update noted two days after Ricondo was delivered to the County (but not yet published over three months later, leaving plenty of time to recognize our updates). As to paragraph 5, Ricondo says FAA Airport Improvement Program grants and their CDOT counterparts are funded by aviation-system users, not US or Colorado taxpayers. That may be correct, but airport users are also taxpayers, so the same taxpayers are paying, just from different pockets, and the funds Ricondo most avidly urges the County to seek (#4 above) are the directly taxpayer-funded Infrastructure Act grants. Finally, Ricondo agrees “there is no ‘business case’ for the improvement plans”; rather, “the nexus for implementing the airfield improvements is aviation safety” and standardization (again supposedly for safety). As noted above (#7), we await the County’s response to our

request for any analyses identifying current ASE safety issues and quantifying their mitigation by the proposed airfield changes. We doubt such analyses exist: safety is apparently being used here as a handwaving incantation. The proposed separation increase should make ASE just as safe with 118-foot wingspans as it is now with 95-foot wingspans; that's why the FAA calculated 95 feet as the wingspan limit to provide "equivalent safety." (The County's helpful [briefing paper](#)'s red-marked references, including the *1998 ALP Update* explaining this technical calculation, have all been taken down, and our CORA request for them, and request to repost them, have gone unanswered.) Standardization can never practically deal with perhaps half of ASE's 85 Modifications of Standard due to the site's topography and other physical constraints. Mandatorily perusing FAA and other aviator information when preparing a flight plan to ASE will reveal our airport's many anomalies, such as unique simultaneous opposite-direction operations, box canyon, close high terrain, and erratic wind, clouds, and weather. None of those would change with a new airfield layout, which only exposes bigger and perhaps less agile planes to these demanding conditions. Nor would a new airfield layout improve some general-aviation pilots' inadequate proficiency—the main cause of past ASE accidents (see our [Essay #2](#)).

12. P 5, paragraph 5: Ricondo "concurs with Aspen Fly Right's strategy to use revenue streams from the FBO to finance projects associated with the modernization of the Airport." Ricondo's 2020 analysis of a \$470.8-million airport improvement proposal (not available to us and probably secret) is said to have included \$162.6 million of General Airport Revenue Bonds with annual debt service of \$12.4 million for 27 years—quadrupling projected Cost per Enplaned Passenger and hence causing concern about keeping ASE a profitable airline market. Ricondo is pleased by the "very favorable" Atlantic bid (like competing ones) and how much the new FBO revenue streams can strengthen the airport finances. So are we. This Ricondo point does not criticize our analysis. After all, the County's own financing proposals rely on Airport bonds, in amounts bracketing our proposal, on similar terms, and relying as ours does on the additional revenue promised by the FBO operator. Interestingly, Ricondo does not claim, as Evan Marks [wrongly](#) did, that bonds supported by FBO payments aren't feasible (unless he proposes them). In fact, Ricondo mentions none of the strange faults Marks claimed to find in our financial analysis.
13. P 6[, paragraph 1]: Ricondo says we "correctly" point to the Federal TIFIA program to help finance the passenger terminal, as it does for 10.6% of Sacramento Airport's new terminal. We described and documented how that fraction could probably be increased for ASE's terminal by artful definition of subprojects. We did not claim that this 2% money, on very favorable terms, could cover most or all ASE terminal costs, but that they could be a helpful part to supplement airport (and/or, if desired, County) bonds as we next described. Ricondo shows no dispute here.
14. P 6[, paragraph 2]: Ricondo repeats its non-critical comment #9 above.
15. Pp 6–8: Ricondo comments on five of the six conservatisms in our analysis. Using their numbers in Essay #17:
 1. Ricondo repeats its claim (at the end of #1 above) that Atlantic would try to reduce its FBO payments and investments if private air traffic fell; that is a business risk Atlantic is undertaking, and the County would be foolish to pay for it, any more than it should make an FBO or airline operator whole for a pandemic travel slump. Ricondo objects to our encouragement for ASE to adopt "the sound financial practice of funding depreciation each year, rather than having to scramble for capital whenever old assets need replacement," as part of the FAA's policy for "fees and charges to...keep the airport 'as financially sustainable as possible'" without accumulating an improperly large surplus. Ricondo says "Depreciation is not an allowable cost for inclusion in aircraft rates and charges," but the basis for that view is unclear: the FAA's Rates and Charges [policy](#) does not mention depreciation (but in §2.4.4 it explicitly includes debt service, coverage margins, and stabilizing reserves); the FAA's policy notably refrains from specifying accounting policies, focusing only on fairness, reasonableness, transparency, and nondiscrimination; Essay #17's endnote 59 states that an FAA staff member we asked agreed it would be a sound policy for an airport to fund depreciation; and p 73 of the County's 2024 Budget says "Enterprise funds [like the Airport's] are similar to private sector businesses in their operations and accounting," which surely include depreciation and amortization in any accrual-based accountancy. (That's why ASE's Airport Enterprise Fund shows ~\$5 million/y depreciation in its reconciliation to the Generally Accepted Accounting Principles required of US public companies.) As Ricondo agrees, too, amortization of capital projects, a concept functionally equivalent to depreciation, is broadly chargeable

(§2.5.3). We therefore have no reason to think ASE couldn't fund depreciation. If some valid reason has eluded us, depreciation vs. amortization, in this context, is a distinction without a difference.

2. Ricondo states that Atlantic's proposed Minimum Annual Guarantee include "a percent of revenue from non-fuel sales," and refers not to Atlantic's secret bid but to the County's solicitation of it. We documented that Atlantic earns about two-fifths of its total revenue from non-fuel sales, but said it "has offered to share no such income with the County." If its secret bid actually does share such revenue, we take the correction, but we cannot verify the claim until the contract's terms are published. Ricondo then repeats its claims (#1 above) that Atlantic's would wish to reduce its contractual payment and that "Better Airport" would cause an airport downgrade to ADG(II) aircraft only. Wish on.
 3. We speculated that if the secret proposed Atlantic contract shares profits from above-minimum fuel flowage, revenues might be higher than we assumed. Ricondo again refers to the County's solicitation, rather than the proposed Atlantic contract, as referring to a specific fuel flowage fee rather than a minimum fee. Since the contract remains secret, we cannot resolve this alleged difference of metrics or terminology except by noting that the proposed terms reportedly include an \$18 million/y increase in the minimum guaranteed fee related to fuel flowage (and perhaps, if Ricondo is right, to some non-fuel revenues too, which wouldn't change our conclusions: the dollars matter, not the labels).
 4. We documented KKR's high historic and current expected returns and its purchase price for Atlantic. Ricondo instead says its firm has evaluated "a host of qualitative factors in its FBO Analysis which points to the justification to retain a private FBO." That FBO Analysis is secret. Strangely, Ricondo says that KKR's high private-equity returns, which the County would need to support, "is further rationale and justification for the County to enter into" the Atlantic deal because they indicate a superior operation. That's the first time we've been advised that the more you pay for a contract, the better deal it is because you're getting real value—a sort of Rolex or Prada effect. This notion confuses cost to the County with value to KKR shareholders. It also assumes we're assuming "a newly formed County operation," but we're not: our financial analysis, for easy comparability, assumed the same 30-year private monopoly deal that Atlantic and the County have negotiated, even though we think it's unlikely to yield the most public benefit, as our [Essay #3](#) showed at p 5. And one obvious empirical question persists that the County refuses to resolve by public analysis: a National Academies [study](#) cited in Essay #3 found that in 2019, some 42% of the 5,092 public-use airports in the United States were publicly owned; of those, 43% or 1,562 owned their own FBOs; *and three-fourths of those FBOs were owned by county or municipal governments*. If that's such a bad deal, why do so many do it? (Not that we assumed ASE would.)
 5. Ricondo again repeats its claim that our "Better Airport" "continues to depict" the 1999 Modification of Standard (which does indeed authorize the current nonstandard layout, and will continue to unless and until revoked, which Mr. Bauer [told](#) the BOCC the FAA wouldn't do) or "represents an ADG II airfield design" (which it doesn't).
16. The recurrent theme and incorrect claim that "Better Airport" "would result in the Airport being classified by the FAA as an Airplane Design Group II airport" begins Ricondo's summary. As we noted on pp 2–3 above, FAA rules do not require or describe an airport downgrade and seem never to have been so used; the FAA has roundly dismissed the concept (see p 2 paragraph 3 above); and, as we showed on 2 above, a downgrade would outlaw a dozen popular business jets that now fly into Aspen and could safely continue to do so, thus reducing business-jet travel to Aspen by one-third—replacing hoped-for access gains with a 13-fold-bigger access loss. To punish resistance to bigger planes by requiring smaller planes is so absurdly counterproductive, exposing the FAA to such ridicule and political reaction, that it is not a credible threat—and it's a threat that we have confirmed the FAA did not make and the County cannot demonstrate. The County has instead covertly used Ricondo to invent this threat, try to pass it off as an FAA threat, and scare people. That's the only purpose we can imagine for commissioning Ricondo in the first place, meshing with another recent jigsaw-piece—the FAA's new MoS revocation threat (p 3 above, Step 3) elicited by the County Manager.

The Summary on p 8 also repeats earlier threats that a Grant Assurance violation “would result in the County having to forgo future FAA grant funding (true, acceptable, and half of the bargain Mr. Bauer twice offered the BOCC: see [videos](#) and [transcripts](#)) and could potentially require the County to reimburse the federal government for funding previously received through the AIP and PFC programs (very unlikely). Asked about such clawbacks on 11 April 2023, Mr. Bauer [told](#) the BOCC (11 April 2023 at 32:35, ““It’s not what we are in the business of doing....It does us no good...to try and claw back funds that have already been spent.” (See again his remarks to the BOCC in our [videos](#) and [transcripts](#).) I also asked the County to identify any potentially repayable grants, and they could cite only one—which the FAA then confirmed didn’t exist.

The rest of Ricondo’s summary repeats that threat of clawed-back grants, threat #1 that Atlantic “would likely request” lower FBO payments and investments, and lose future discretionary grants that our financial analysis showed are neither needed nor valuable. (As Mr. Bauer [explained](#) to the BOCC (30:10), entitlement grants would continue absent a Part 16 proceeding, a Director’s Determination of violation, and exhaustion of very extensive administrative and judicial reviews.) Repeating these tired threats, typically at least four times each, pads the report’s length but makes it no more persuasive. Threats of airport downgrade, loss of commercial service, clawed-back grants, bankruptcy, etc. are enunciated solely by the County, none by the FAA. This discrepancy between the party claiming harm and the party solely able to inflict it casts grave doubt on the threats’ reality.

And if those dire threats were actually proposed, political blowback could be severe. Ricondo describes a legalistic corner of the universe, theoretically surmised to exist somewhere far far away where magical force fields suppress any hint of politics. In our actual community, the FAA’s coercive tactics have begun to offend many citizens, mobilize opposition, besmirch the agency’s reputation, trample its tradition of reasoned decisions based on solid evidence, and incur legal risks from illegal procedures. Just the puny access benefits projected—fewer than 500 specified new business jets let in per year, two decades hence—hardly justify spending a third of a billion dollars of public funds. And would the FAA really block immediate Airport-funded runway repairs for Colorado’s third-biggest airport, just to enforce its standardization goal? Anti-government headline-writers would relish the juicy target. Would a sensible federal official really choose this course, likelier to truncate than embellish a resume? Only in Ricondo’s fertile imagination.

Summarizing Ricondo’s scorecard: four terminological quibbles of no consequence, no methodological or numerical disputes, two soaring fantasies (the FAA downgrading a flourishing airport and Atlantic risking its lucrative franchise by trying to renege on contractual payments), no engagement with Essay #17’s actual thesis, evidence, and implications, no credible criticism of our financial analysis as promised—but a potent tool for the concealed report, fired from ambush for more than 14 weeks, to mislead already-confused citizens and elected officials. That was the point. The County Administration may feel they got our money’s worth.

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